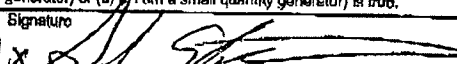
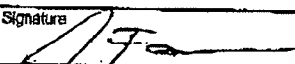

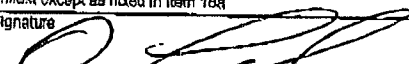


Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039

| | | | | | | | | | |
|---|--|---|--------------------------|--|---|-------------------|-----------------|-------------------|--|
| UNIFORM HAZARDOUS WASTE MANIFEST | | 1. Generator ID Number WAD 980738546 | 2. Page 1 of 1 | 3. Emergency Response Phone 1-800-468-1760 | 4. Manifest Tracking Number 000795714 JJK | | | | |
| 5. Generator's Name and Mailing Address Alaska Copper 628 S Hanford St Seattle WA 98134 | | Generator's Site Address (if different than mailing address) | | | | | | | |
| Generator's Phone: 206-396-4964 | | | | | | | | | |
| 6. Transporter 1 Company Name SAFETY-KLEEN SYSTEMS, INC | | U.S. EPA ID Number TXR000050930 | | | | | | | |
| 7. Transporter 2 Company Name | | U.S. EPA ID Number | | | | | | | |
| 8. Designated Facility Name and Site Address SAFETY-KLEEN SYSTEMS, INC. 16540 SE 130TH AVE BLDG B CLACKAMAS OR 97015 | | U.S. EPA ID Number ORD981766124 | | | | | | | |
| Facility's Phone: 503-657-7033 | | | | | | | | | |
| 9a. HM | 9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any)) | | 10. Containers | | 11. Total Quantity | 12. Unit Wt./Vol. | 13. Waste Codes | | |
| | | | No. | Type | | | | | |
| | X 1. WASTE COMBUSTIBLE LIQUID, N.O.S. (PETROLEUM NAPHTHA) NA1993 PGIII (ERG#128) 6.7LBS/GAL (D039) | | 1 | DM | 11 | P | D039 | | |
| | 2. | | | | | | | | |
| | 3. | | | | | | | | |
| 4. | | | | | | | | | |
| 14. Special Handling Instructions and Additional Information SK TRCK#107685402 | | | | | | | | | |
| SEE ATTACHMENT | | | | | | | | | |
| 15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true. | | | | | | | | | |
| Generators/Offeror's Printed/Typed Name X Gerald A. Thompson | | Signature  | | Month 12 | | Day 15 | | Year 07 | |
| 16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. | | Port of entry/exit: Date leaving U.S.: | | | | | | | |
| 17. Transporter Acknowledgment of Receipt of Materials | | Signature  | | Month 12 | | Day 13 | | Year 07 | |
| 18. Discrepancy | | Signature  | | Month 12 | | Day 13 | | Year 07 | |
| 18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection | | | | | | | | | |
| 18b. Alternate Facility (or Generator) | | Manifest Reference Number: | | U.S. EPA ID Number | | | | | |
| Facility's Phone: | | | | | | | | | |
| 18c. Signature of Alternate Facility (or Generator) | | Signature | | Month 12 | | Day 13 | | Year 07 | |
| 19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems) | | | | | | | | | |
| 1. H141 | | 2. | | 3. | | 4. | | | |
| 20. Designated Facility Owner or Operator. Certification of receipt of hazardous materials covered by the manifest except as noted in item 18a | | | | | | | | | |
| Printed/Typed Name Oscar Costa | | Signature  | | Month 12 | | Day 13 | | Year 07 | |

EPA Form 8700-22 (Rev. 3-05) Previous editions are obsolete.
1) 0000717 2) 3) 4)

DESIGNATED FACILITY TO DESTINATION STATE (IF REQUIRED)

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039

| | | | | | | | | | | |
|--|---|--|----|--|----|--|------|---|-------------------|-----------------|
| UNIFORM HAZARDOUS WASTE MANIFEST | | 1. Generator ID Number <i>WAD 980722546</i> | | 2. Page 1 of <i>1</i> | | 3. Emergency Response Phone <i>1-800-468-1760</i> | | 4. Manifest Tracking Number 000795714 JJK | | |
| | | 5. Generator's Name and Mailing Address <i>Alaska Copper 638 S. HUNT ST. SEATTLE WA 98124</i> | | Generator's Site Address (if different than mailing address) | | | | | | |
| 6. Transporter 1 Company Name SAFETY-KLEEN SYSTEMS, INC | | U.S. EPA ID Number TXR000050930 | | | | | | | | |
| 7. Transporter 2 Company Name | | U.S. EPA ID Number | | | | | | | | |
| 8. Designated Facility Name and Site Address SAFETY-KLEEN SYSTEMS, INC. 16540 SE 130TH AVE BLDG B CLACKAMAS OR 97015 | | U.S. EPA ID Number ORD981766124 | | | | | | | | |
| Facility's Phone: 503-657-7033 | | | | | | | | | | |
| GENERATOR | 9a. HM | 9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any)) | | | | 10. Containers | | 11. Total Quantity | 12. Unit Wt./Vol. | 13. Waste Codes |
| | | | | | | No. | Type | | | |
| | X | 1. WASTE COMBUSTIBLE LIQUID, N.O.S. (PETROLEUM NAPHTHA) NA1993 PGIII (ERG#126) 6.7LBS/GAL (D039) | | | | | DM | | P | D039 |
| | | 2. | | | | | | | | |
| | | 3. | | | | | | | | |
| | 4. | | | | | | | | | |
| 14. Special Handling Instructions and Additional Information SK TRCK#107685402 | | | | | | | | | | |
| SEE ATTACHMENT | | | | | | | | | | |
| 15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true. | | | | | | | | | | |
| Generator's/Offeror's Printed/Typed Name | | | | | | Signature | | Month Day Year | | |
| <i>X [Signature]</i> | | | | | | <i>[Signature]</i> | | <i>12 13 07</i> | | |
| INTL | 16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____ | | | | | | | | | |
| | Transporter signature (for exports only): _____ | | | | | | | | | |
| TRANSPORTER | 17. Transporter Acknowledgment of Receipt of Materials | | | | | | | | | |
| | Transporter 1 Printed/Typed Name | | | | | Signature | | Month Day Year | | |
| | <i>Jonathan F. [Signature]</i> | | | | | <i>[Signature]</i> | | <i>12 13 07</i> | | |
| | Transporter 2 Printed/Typed Name | | | | | Signature | | Month Day Year | | |
| | | | | | | | | | | |
| DESIGNATED FACILITY | 18. Discrepancy | | | | | | | | | |
| | 18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection | | | | | | | | | |
| | Manifest Reference Number: _____ | | | | | | | | | |
| | 18b. Alternate Facility (or Generator) U.S. EPA ID Number _____ | | | | | | | | | |
| | Facility's Phone: _____ | | | | | | | | | |
| | 18c. Signature of Alternate Facility (or Generator) Month Day Year | | | | | | | | | |
| | 19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems) | | | | | | | | | |
| | 1. H141 | | 2. | | 3. | | 4. | | | |
| | 20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a | | | | | | | | | |
| | Printed/Typed Name | | | | | Signature | | Month Day Year | | |
| | | | | | | | | | | |

EPA Form 8700-22 (Rev. 3-05) Previous editions are obsolete.

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3)

4)

GENERATOR'S INITIAL COPY

PURSUANT TO 40 CFR 268.7(A), I HEREBY NOTIFY THAT THIS SHIPMENT CONTAINS WASTE RESTRICTED UNDER 40 CFR PART 268 LAND DISPOSAL RESTRICTIONS (LDR).

A. GENERAL WASTE NOTIFICATION

LDR FORM LINE NO.: 1 MANIFEST PAGE/LINE# 01/ SK PROFILE NO.: 0000000000 0000
SKDOT#: 0000717


EPA WASTE CODES & LDR SUBCATEGORIES (IF ANY):
D039

TREATABILITY GROUP: NONWASTEWATERS

- WASTE CONSITITUENT NOTIFICATION:
- 100 O-CRESOL
 - 101 M-CRESOL (DIFFICULT TO DISTINGUISH FROM P-CRESOL)
 - 102 P-CRESOL (DIFFICULT TO DISTINGUISH FROM M-CRESOL)
 - 184 METHYL ETHYL KETONE
 - 229 TETRACHLOROETHYLENE
 - 237 TRICHLOROETHYLENE
 - 248 BARIUM
 - 250 CADMIUM
 - 251 CHROMIUM (TOTAL)
 - 255 LEAD
 - 257 MERCURY - ALL OTHERS
 - 260 SILVER
 - 67 BENZENE
 - 84 CHLOROBENZENE

NOTES

EXP NOTICE: THIS LDR EXPIRES ON 12/31/2006

GENERATOR'S AUTHORIZED SIGNATURE:  NAME & TITLE: X Gerald A. Thompson (PRINTED OR TYPED) DATE: 12 / 13 / 07

SEQ#: O LOC: O TERR: REF#: O SW:
TOP COPY: GENERATOR MIDDLE COPY: FACILITY BOTTOM COPY: TRANSFER



PLACEMENT FORM

| | | |
|----------------------------------|---------------------------------|--------------------------------|
| FOR SERVICE CALL 425-775-7030 | BRANCH MANAGER SAM MCCORMICK | REFERENCE NUMBER P001776480 |
|----------------------------------|---------------------------------|--------------------------------|

DUNS NO. 05-397-6551 FED. ID NO. 396090019
BILL TO (IF DIFFERENT FROM LOCATION)

GENERATOR LOCATION

NAME: ALASHA COPPER
DELIVERY ADDRESS: 628 S. Hanford St.
INFORMATION/ATTENTION LINE:
CITY & STATE: Seattle, WA.
ZIP: 98134- TAX CODE:

NAME:
DELIVERY ADDRESS:
INFORMATION/ATTENTION LINE:
CITY & STATE:
ZIP: - TAX CODE:

| NAME | TITLE | SIGN |
|-----------------------------|-------|------|
| 1. Jerry (806-571-6033) (C) | | |
| 2. Mark | | |

| | |
|----------------------------|--------------------------------------|
| LOCATION 100201 | SIC CODE |
| CUSTOMER SEGMENT E1 | CHAIN ASSOCIATION SVC. P/C PROD. P/C |
| SALES TAX EXEMPTION NUMBER | |

| | | | | | | | | |
|------------------------|------------------------|-----------------------------------|---|-----------------------------------|------------------------|-------------|--------------|----------------------|
| DATE PLACED 12/3/01 | SALES REP NO. 43351 | CUSTOMER'S P.O. NUMBER M 01640 | <input type="checkbox"/> BLANKET <input type="checkbox"/> TEMPORARY | CUSTOMER PHONE NO. 806-5764964 | DATE EQPT/PROD ORDERED | SERVICE TAX | C.O.M.S. TAX | PRODUCT TAX 1.088 |
|------------------------|------------------------|-----------------------------------|---|-----------------------------------|------------------------|-------------|--------------|----------------------|

| DEPT. | SERVICE/PRODUCT | SERIAL NUMBER | REMARKS/UNIT PRICE | QUAN. | CHARGE | SALES TAX | TOTAL CHARGE | SOLVENT/DRUMS | | CC | SERVICE TERM | SCHEDULE DATE (Y/Y/Y) | FLOW CODE (SEE BELOW) | FREE TRIAL | INV. CODE | PROMO NO. | RELEASE NO. | MSDS GIVEN |
|-------|-----------------|----------------------|--------------------|--------|--------|-----------|--------------|---------------|-------|----|--------------|-----------------------|-----------------------|------------|-----------|-----------|-------------|--------------------------|
| | | | | | | | | CLEAN | SPENT | | | | | | | | | |
| 1 | 36 | Model 30 Sinkon Drum | 1 | 435.00 | 38.28 | 473.28 | | | | | | | | | | | Purchase | <input type="checkbox"/> |
| 2 | PH 1140 | | | | | | | | | | | | | | | | | <input type="checkbox"/> |
| 3 | | | | | | | | | | | | | | | | | | <input type="checkbox"/> |
| 4 | | | | | | | | | | | | | | | | | | <input type="checkbox"/> |
| 5 | | | | | | | | | | | | | | | | | | <input type="checkbox"/> |
| 6 | | | | | | | | | | | | | | | | | | <input type="checkbox"/> |
| 7 | | | | | | | | | | | | | | | | | | <input type="checkbox"/> |

| | | | | | | | | | |
|--|----------------------------|------------------------|------------------------|--|--------|-------|--------|-------------------------|---|
| TOTAL-SERVICE/PRODUCTS | | | | | 435.00 | 38.28 | 473.28 | REFUSED SERVICE EXPLAIN | * PLACEMENT CODES (1) NEW APPLICATION (2) REPLACE DEFECTIVE MACHINE (3) REPLACE COMPETITIVE MACHINE (4) REPLACE HOME MADE VAT (5) ADDITIONAL MACHINE |
| USEPA TRANSPORTER 1 ID NO. TXRQ00050930 | USEPA TRANSPORTER 2 ID NO. | GENERATOR USEPA ID NO. | GENERATOR STATE ID NO. | | | | | | |
| | | | | | | | | | |

| 11. US DOT DESCRIPTION (INCLUDING PROPER SHIPPING NAME, HAZARD CLASS, AND ID.) | | | | | | | | | | 12. CONTAINERS NO. | 13. TOTAL QUANTITY | 14. UNIT WT/VOL | SK DOT NUMBER | 516305 | I CERTIFY THAT MY TOTAL WASTE STREAMS ARE WITHIN ONE OF THE FOLLOWING CATEGORIES: | | | |
|--|--|--|--|--|--|--|--|--|--|--------------------|--------------------|-----------------|---------------|--------|---|----------|--|--|
| A. WASTE COMBUSTIBLE LIQUID, N.O.S. (PETROLEUM NAPHTHA) NA1993 PG III (DO39)(ERG#128) 6.7LBS/GAL | | | | | | | | | | | | | 717 | | 0 TO 220 LBS./MONTH | INITIALS | | |
| B. WASTE COMBUSTIBLE LIQUID, N.O.S. (PETROLEUM NAPHTHA) NA1993 PG III RO (DO01) (ERG#128) 6.7 LBS/GAL (DO18, DO39, DO40) | | | | | | | | | | | | | 801 | | 220 LBS. TO 2,200 LBS./MONTH | INITIALS | | |
| C. HAZARDOUS WASTE, LIQUID, N.O.S. 9 NA3082 PG III (DO39)(ERG#171) AQUEOUS BRAKE SOLUTION (8.3#GAL) | | | | | | | | | | | | | 839 | | GREATER THAN 2,200 LBS./MONTH | INITIALS | | |
| D. | | | | | | | | | | | | | | | | INITIALS | | |

| | | |
|--|----------------|--------------|
| DESIGNATED FACILITY NAME AND ADDRESS SAFETY-KLEEN SYSTEMS, INC. | USA EPA ID NO. | STATE ID NO. |
|--|----------------|--------------|

| | | | | |
|--------------------------------|-------------------------------|----------------|---|--|
| PAYMENT RECEIVED SECTION | CASH <input type="checkbox"/> | TOTAL RECEIVED | APPLY PAYMENT TO: | |
| | CHECK NUMBER | | <input type="checkbox"/> TODAY'S SERVICE/SALE | <input type="checkbox"/> PREVIOUS BALANCE AS FOLLOWS |
| | INVOICE # | AMOUNT \$ | INVOICE # | AMOUNT \$ |
| | PREVIOUS CREDIT CARD NO. | | | |
| CREDIT CARD NO. | | AMEX VISA MC | EXP. DATE | |
| CUSTOMER REFERENCE INFORMATION | | | | |

| | |
|---------------|-------|
| MANIFEST NO. | |
| LDR MESSAGE | |
| MANIFEST CODE | SEQ # |
| 4 | D |

I AGREE TO PAY THE ABOVE CHARGES AND TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH ABOVE AND ON THE REVERSE SIDE OF THIS DOCUMENT. PLEASE CHARGE MY ACCOUNT FOR THIS TRANSACTION UNLESS OTHERWISE INDICATED IN THE PAYMENT RECEIVED SECTION. THE INDIVIDUAL SIGNING THIS DOCUMENT IS DULY AUTHORIZED TO SIGN AND BIND CUSTOMER TO ITS TERMS.

"This is to certify that the above-named materials are properly classified, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation."

Genard A. Thompson
Print Customer Name

By: [Signature]
Customer's Authorized Representative

| | |
|---------------------------|--|
| TOTAL CHARGE (FROM ABOVE) | |
| TOTAL DUE | |

DO NOT WRITE IN AREA BELOW

P001776480

433514

IN THE EVENT OF AN EMERGENCY CALL
1-800-468-1760 (24 hours)

THIS AGREEMENT CONTINUES ON THE REVERSE SIDE

CUSTOMER

PART NO. 1360 (Rev 05/07)

AKC-0016543

A. PROVISIONS APPLICABLE TO SAFETY-KLEEN'S PARTS CLEANER AND PAINT GUN CLEANER SERVICES. The following three paragraphs A. 1-3, apply only where Safety-Kleen furnishes its Parts Cleaner or Paint Gun Cleaner Services to Customer:

1. Safety-Kleen agrees to collect for reclamation from Customer the used solvent supplied by Safety-Kleen to parts or paint gun cleaner machines(s). Collection of the used solvent shall be on a periodic basis as otherwise provided herein. Safety-Kleen shall reclaim the used solvent for redelivery. Safety-Kleen has the capacity and is permitted to accept, store and/or reclaim the spent solvents provided to Customer hereunder. Safety-Kleen and customer agree that this agreement is intended to satisfy the requirements of 40 Code of Federal Regulations 262.20(e), as amended, and any state regulations which implement said provision. Customer agrees to keep this form on file for 3 years from the date of last service.
2. Customer agrees that it will not introduce any substance into the solvent or aqueous cleaning solution, including without limitation any hazardous waste or hazardous waste constituent, except to the extent such introduction is incidental to the normal use of the machine. Customer further agrees that it will not clean parts/paint guns that have been contaminated with or otherwise introduce polychlorinated biphenyls (PCBs), herbicides, pesticides, dioxins or listed hazardous wastes into the solvent or aqueous cleaning solution.
3. If Safety-Kleen provides its Nonhazardous Parts Cleaner or Paint Gun Cleaner Services to Customer, Customer represents, warrants and certifies that the solvent or aqueous solution collected by Safety-Kleen hereunder has not been mixed, combined or otherwise blended in any quantity with any material that would render the solvent or aqueous cleaning solution hazardous under applicable law, including without limitation 40 CFR part 261. Customer further represents, warrants and certifies that such solvent or aqueous cleaning solution was generated in the same process that generated the waste solvent or aqueous cleaning solution that was: (a) sampled and analyzed by Safety-Kleen to qualify the waste stream for nonhazardous treatment; or (b) in the event Customer qualifies and has elected not to have its waste solvent or aqueous cleaning solution analyzed by Safety-Kleen, analyzed or otherwise investigated by Customer to support Customer's certification that such waste stream is nonhazardous.

B. PROVISION APPLICABLE TO SAFETY-KLEEN'S PARTS CLEANER, PAINT GUN CLEANER AND IMAGING SERVICES. The following paragraph B. 1 applies only where Safety-Kleen furnishes its Parts Cleaner, Paint Gun Cleaner or Imaging Services to Customer:

1. Customer acknowledges placement of the parts cleaner unit(s), immersion cleaner unit(s), paint gun cleaner unit(s), metallic replacement compliance system(s) and/or electrolytic unit(s) set forth on the face of this document. Safety-Kleen agrees to service and maintain its equipment, and Customer agrees that all servicing, repair and maintenance of such equipment shall be performed only by Safety-Kleen. Except as provided below for on-site disposal of aqueous cleaning solutions, all Safety-Kleen equipment, solvents and aqueous cleaning solutions shall remain the property of Safety-Kleen and shall be returned to Safety-Kleen upon termination of service. Customer agrees to pay for replacement of such equipment due to loss or damage. All Customer-owned equipment shall be serviced by Safety-Kleen, but shall be maintained and repaired by and remain the property of Customer.

In the event Customer elects to dispose of aqueous cleaning solutions provided hereunder at Customer's site, title to such solutions shall pass to Customer upon such disposal. In such event, Customer (a) represents and warrants that such on-site disposal complies with all applicable laws, regulations and orders and (b) agrees to indemnify, hold harmless and defend Safety-Kleen from and against any and all claims, penalties, losses, damages, costs, expenses and other liabilities of whatever nature (including without limitation costs of defense, settlement and reasonable attorney, consultant or other professional fees and the reasonable costs of investigation, containment and cleanup and any remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 or comparable state superfund law), which Safety-Kleen may incur, become responsible for, or suffer by reason of such disposal of aqueous cleaning solutions provided hereunder, at Customer's site.

Part No. 1360 (Rev. 4/99)

C. PROVISIONS APPLICABLE TO SAFETY-KLEEN'S FLUID RECOVERY, IMAGING SERVICES AND OTHER WASTE HANDLING AND DISPOSAL SERVICES. The following two paragraphs C. 1-2 apply where Safety-Kleen furnishes its Fluid Recovery, Imaging Services or any other handling or disposal Services to Customer for which a Material Profile is required:

1. In accordance with the Agreement by and between Customer and Safety-Kleen, which is incorporated herein by this reference, Customer represents, warrants and hereby re-certifies to Safety-Kleen that all waste materials (the "Waste Materials") tendered by Customer to Safety-Kleen will conform to the description of such Waste Materials contained in the Material Profile that was submitted by Customer for such Waste Materials and the Material Profile Report which bears the Profile or Reference number associated with that particular stream of Waste Materials. Customer re-certifies that no material change has occurred either in the characteristics of the Waste Materials or the process generating the Waste Materials. Customer acknowledges and agrees that the Waste Materials, as well as any nonconforming Waste Materials, shall be handled in accordance with the terms of the aforementioned Agreement.
2. If Safety-Kleen provides its Nonhazardous Fluid Recovery Service to Customer hereunder, Customer represents, warrants and certifies that the Waste Materials collected by Safety-Kleen (a) were produced in the same process that produced the waste materials described in said Material Profile/Material Profile Report and (b) have not been mixed, combined or otherwise blended in any quantity with any material which would render the Waste Materials hazardous under applicable law, including without limitation 40 CFR Part 261.

D. PROVISIONS APPLICABLE TO SAFETY-KLEEN'S PAINT WASTE SERVICE. The following four paragraphs D. 1-4 apply only where Safety-Kleen furnishes its Paint Waste Service to Customer:

1. Safety-Kleen agrees to collect, transport, recycle and/or dispose of, in accordance with all applicable laws and regulations, all paint thinners, solvents and paints ("Paint Waste") generated by Customer and tendered to Safety-Kleen. Customer represents and warrants that all Paint Waste tendered by Customer to Safety-Kleen will conform to the DOT description of such waste contained on the face of this Service and Sales Acknowledgment.
2. Customer agrees that Paint Waste that is not pumpable or has six inches or more of settled solids will be subject to additional charges.
3. All storage equipment and containers provided by Safety-Kleen shall be and remain the property of Safety-Kleen, and, upon termination of service, shall be returned to Safety-Kleen in good repair and condition.
4. If Safety-Kleen provides its Nonhazardous Paint Waste Service to Customer hereunder, Customer represents, warrants and certifies that the Paint Waste collected by Safety-Kleen has not been mixed, combined or otherwise blended in any quantity with any material that would render the Paint Waste hazardous under applicable law, including without limitation 40 CFR Part 261. Customer further represents, warrants and certifies that such Paint Waste was produced in the same process that produced the Paint Waste that was: (a) sampled and analyzed by Safety-Kleen to qualify the waste stream for nonhazardous treatment; or (b) in the event Customer qualifies and has elected not to have its paint waste stream analyzed by Safety-Kleen, analyzed or otherwise investigated by Customer to support Customer's certification that such waste stream is nonhazardous.

E. PROVISIONS APPLICABLE TO SAFETY-KLEEN'S DRY CLEANING SERVICE. The following two paragraphs E. 1-2 apply only where Safety-Kleen furnishes its Dry Cleaning Service to Customer:

1. Safety-Kleen agrees to collect, transport, recycle and/or dispose of, in accordance with all applicable laws and regulations, all dry cleaning filter cartridges, filter powder and still residues containing perchloroethylene, petroleum naphtha or trifluorochloroethane dry cleaning solvents ("Dry Cleaning Waste") generated by Customer and tendered to Safety-Kleen in accordance with all applicable laws and regulations. Customer agrees to store its Dry Cleaning Waste in containers provided by Safety-Kleen and agrees not to mix its different streams of Dry Cleaning Waste together or with other materials. Customer represents and warrants that all Dry Cleaning Waste tendered by Customer to Safety-Kleen will conform to the DOT description of such waste contained on the face of this Service and Sales Acknowledgment.

2. All storage equipment and containers provided by Safety-Kleen shall be and remain the property of Safety-Kleen, and, upon termination of service, shall be returned to Safety-Kleen in good repair and condition.

F. PROVISIONS APPLICABLE TO ALL SAFETY-KLEEN SERVICES. The following six paragraphs F. 1-6, apply to all Safety-Kleen Services:

1. Safety-Kleen agrees to indemnify, hold harmless and defend Customer from and against any and all claims, penalties, losses, damages, costs, expenses and other liabilities of whatever nature (including without limitation costs of defense, settlement and reasonable attorney, consultant or other professional fees and the reasonable costs of investigation, containment and cleanup and any remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 or comparable state superfund law), which Customer may incur, become responsible for, or suffer by reason of: (a) Safety-Kleen's breach of any representation, warranty, term or provision of this Agreement or (b) the negligence, intentional misconduct or violation of law of Safety-Kleen, its employees, agents, or subcontractors in the performance of this Agreement.

Customer agrees to indemnify, hold harmless and defend Safety-Kleen from and against any and all claims, penalties, losses, damages, costs, expenses and other liabilities of whatever nature (including without limitation costs of defense, settlement and reasonable attorney, consultant or other professional fees and the reasonable costs of investigation, containment and cleanup and any remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 or comparable state superfund law), which Safety-Kleen may incur, become responsible for, or suffer by reason of: (a) Customer's breach of any representation, warranty, term or provision of this Agreement (b) the negligence, intentional misconduct or violation of law of Customer, its employees, agents, or subcontractors in the performance of this Agreement.

In the event that any claims, penalties, losses damages, costs, expenses and other liabilities referred to above are contributed to by the breach of contract, negligence, intentional misconduct or violation of law of both Safety-Kleen and Customer, the parties agree that all such claims, penalties, losses, damages, costs, expenses and other liabilities shall be apportioned among the parties on the basis of their comparative degrees of fault.

2. Customer certifies that all material tendered to Safety-Kleen are properly classified, described, packaged, marked and labeled and are in proper condition for transportation in accordance with applicable regulations of the Department of Transportation.
3. Customer agrees that service hereunder will continue until Customer or Safety-Kleen terminates service. If Customer is a party to a One or Two Year Service Agreement or Exclusive Service/Guaranteed Pricing Agreement with Safety-Kleen, the parties may only terminate service as provided in such agreement. If Customer is not a party to such an agreement, either party may terminate by furnishing the other party with sixty (60) days prior written notice thereof.
4. Customer shall pay Safety-Kleen according to Safety-Kleen's standard price schedules, which schedules are subject to change by Safety-Kleen from time to time without notice; provided, however, that in the event Customer has entered into Safety-Kleen's One or Two Year Service Agreement or Guaranteed Pricing/Exclusive Service Agreement, prices will be as set forth in such agreement. Prices do not include any applicable sales tax. All amounts due Safety-Kleen are subject to an interest charge of the lesser of 1 1/2% per month (18% per annum) or the maximum rate allowed by law on any unpaid invoices that are not paid within thirty (30) days.
5. If any legal action is commenced because of an alleged dispute, breach, default, or misrepresentation, the prevailing party shall be entitled to recover attorney's fees and costs (including costs of collection), in addition to any other relief to which it may be entitled.
6. In the event the credit card issuer refuses to accept the credit card charge for this transaction set forth on the front of this document, Safety-Kleen is authorized to charge the amount of this transaction to Customer's Safety-Kleen account.

Safety-Kleen, its agents and contractors, have the capacity, and are authorized and permitted, in accordance with all applicable laws and regulations, to transport, accept, store, reclaim and/or dispose of the wastes listed on this document.